



OFFICE OF THE PRESIDENT  
California Digital Library

415 20<sup>th</sup> Street 4<sup>th</sup> Floor  
Oakland, California 94612

Agreement Number \_\_\_\_\_

**California Digital Library (CDL) / UC Libraries**

**Digital Assets Agreement**

Complete the Agreement form below for submission of digital assets to the California Digital Library (CDL). Print two copies of the completed form and have them signed by your representative who is authorized to enter into legal agreements. Send these copies, with a Digital Assets Submission Inventory for each discrete submission, to the CDL. Upon acceptance, the CDL will return one signed original.

NAME OF INSTITUTION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MARC ORGANIZATION CODE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

TITLE OF CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**1. Introduction**

The digital assets described in this Agreement will be deposited with the California Digital Library (CDL) for archiving and/or distribution for non-commercial purposes, including teaching, research and private study. This Agreement does not request or require transfer of copyright to the CDL, a co-library of the University of California.

## 2. Definitions

“Agreement” – this document, including all of its terms and conditions and any completed Digital Assets Submission Inventory (DASI)

“Commercial Purpose” - use for purposes that generate a profit, either directly or indirectly

“Digital Assets” – a collection of computer files that contain digital content (images, texts, sounds, video) and/or data descriptive of the content and its digital format

“Digital Assets Submission Inventory (DASI)” – the document that specifies submission content and which, along with this document and its terms and conditions, constitutes the Agreement

“Federate” – to virtually bring together digital assets for access and/or preservation purposes in such a way as to allow transparent searching as if they were a single database for presentation purposes

“Non-commercial Purposes” - use for purposes that do not generate a profit, either directly or indirectly

## 3. License [PLEASE CHOOSE ONE OPTION]

\_\_\_\_\_ **3.1** The Depositor grants the California Digital Library and its agents, operating on behalf of The Regents of the University of California, a non-exclusive, perpetual right to use the Digital Assets for Non-commercial Purposes. Such right shall include, but not be limited to, the right to:

3.1.1 electronically view, present, and display to others the Digital Assets, including providing access via the web and, display in classrooms and other public venues as permitted by the rights indicated in the Digital Assets Submission Inventory (DASI);

3.1.2 Federate and incorporate the Digital Assets into databases containing other digital assets;

3.1.3 augment or create metadata to enhance service capacity;

3.1.4 electronically store, archive, copy and/or convert the Digital Assets for preservation purposes;

\_\_\_\_\_ **3.2** Redistribution: The Depositor grants the California Digital Library and its agents, operating on behalf of The Regents of the University of California, all the rights listed in section **3.1**, as well as the right to provide copies of the Digital Assets to external recipients with notification that the recipients may also enjoy all the rights listed in section **3.1**.

\_\_\_\_\_ **3.3** The Depositor grants the California Digital Library and its agents, operating on behalf of The Regents of the University of California, a non-exclusive, perpetual right to electronically store, archive, copy or convert the Digital Assets for preservation purposes only.

#### **4. Depositor's obligations**

4.1 The Depositor hereby warrants that:

4.1.1 the copyright information provided in the **Digital Assets Submission Inventory (DASI)** is complete, correct and up-to-date;

4.1.2 Depositor will notify the CDL within 30 days if rights to a deposited digital asset are reassigned.

4.2 The Depositor shall indemnify, defend, and hold harmless the University of California, its officers, employees, and agents for any damages, including any reasonable attorney's fees, that arise from any breach of warranty or for any claim by any third party of an alleged infringement of copyright or other intellectual property rights arising from the Depositor's submission of Digital Assets with CDL or of the use by the University of California or other users of the Digital Assets. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **5. California Digital Library's obligations and rights**

5.1 The CDL shall:

5.1.1 make reasonable efforts to manage the Digital Assets in perpetuity, developing them as appropriate to make them available for Non-commercial Purposes;

5.1.2 make reasonable efforts to comply with and inform end users of *known* copyright and user restrictions pertinent to the Depositor's Digital Assets;

5.1.3 cooperate with Depositor to ensure that Digital Assets are replaced or removed as needed to comply with claims related to the Digital Asset's copyright and user restrictions;

5.1.4 obtain express written permission from the Depositor or copyright owner to use the Digital Assets for any Commercial Purpose;

5.1.5 not pay royalties to the Depositor or copyright owner for the acceptance and use of its Digital Assets for Non-commercial Purposes.

- 5.2 The CDL may assume custodial responsibility for previously accepted Digital Assets "orphaned" by the dissolution of the Depositor and not formally assigned to the custody of another agency.
- 5.3 Although due care will be made to preserve the physical integrity of the Digital Assets, the CDL shall incur no liability for the loss of or damage to deposited Digital Assets.

## **6. Dissolution of CDL**

If CDL dissolves without formal assignation of this Agreement and obligations herein, or otherwise discontinues its management of the Digital Assets, the Depositor may revoke the license effective immediately upon notice to CDL, or in the event of CDL's dissolution, upon notice to its successor.

### **Agreed and Executed on Behalf of Depositor:**

#### Depositor's Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Agreed and Executed on Behalf of UC Regents:**

#### California Digital Library's Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_